



Town of Scituate
Request for Proposals
Disposition of Real Property via Lease:

For the Restaurant and Bar Concession
Located at the
Widows Walk Golf Course



**For the period from March 1, 2022 through and
including February 28, 2027**

Issued: December 8, 2022

Proposals Due: January 18, 2022

Site Visits: By Appointment

Last date for questions: January 6, 2022 Noon

Contact: James Boudreau

781-545-8741, mseghezzi@scituatema.gov

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SECTION I. INTRODUCTION AND BACKGROUND

The Town Administrator of the Town of Scituate, on behalf of the Widows Walk Golf Course, is soliciting responses from interested parties for the disposition, by lease, of the restaurant and bar concession at the Widows Walk Golf Course. The space for lease consists of 3,861 square feet including a kitchen, bar, two (2) restrooms and dining room located inside the clubhouse, and 750 square feet of patio space outside. The large banquet room and adjoining patio provides a spacious area for year round functions with panoramic views and easy access to Route 3 and 3A. It is strategically located just off Route 3A in Scituate, MA and adjacent to the Greenbush Station of the Greenbush commuter rail line. A sixty month (60) month lease is being offered, from March 1, 2022 through February 28, 2027.

This Request for Proposal is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The Widows Walk Golf Course is an eighteen-hole championship layout course, complete with a driving range, and two (2) putting greens. It is the Town of Scituate's goal to have a top rated, quality, attractive, and affordable facility. The Concessionaire must maintain these high standards. The RFP process will help determine the most qualified proposer with food and beverage service experience. The clubhouse, restaurant area, bar and kitchen underwent a \$2.5M renovation in 2021.

The facility attracts additional users over and above the normal players. The dining facility is expected to be a popular stop for food and beverages by golfers and non-golfers alike. The deck of the Restaurant offers beautiful views of the marsh and river.

There are currently 40 full memberships, 95 weekday memberships, and 28 junior memberships. In addition to the memberships, there are 150 other participants that utilize a Player's Pass. There were 23,000 rounds of golf played in 2019, 26,000 rounds played in 2020 approximately 25,000 rounds played for 2021. The tournament activity has increased over the last couple of years and the league play is stronger than ever during the week. There are approximately four season-long leagues that range from 24-44 players, with an additional Tuesday Night League during the summer that hosts 64 players each week.

The Food and Beverage Concession is an important part of the facility. The Concession will help attract golfers and non-golfers to the golf course as well as offer an excellent business opportunity for the concessionaire to provide banquet facilities for private and golf functions. Golf is our business and the vendor must provide service in a fast and efficient manner so as to not hold up play. Servicing the golfer during a round is a critical element in efficiency and enjoyment to which the customer experiences. It must function at the highest level with respect to service, selection, quality, efficiency and quantity. The golfing and non-golfing public recognizes the facility to be a relaxing and pleasing gathering spot.

A. BACKGROUND

The Town of Scituate is located 25 miles southeast of Boston and 40 miles from Cape Cod and was incorporated in 1636. The Town has an annual year-round population of 18,746 and approximately 30,000 in summer months. The average per capital income of the residents of Scituate is \$66,675. The Town encompasses an area of 17 square miles and 57 miles of tidal shoreline including five beaches and saltwater recreation areas for boating, fishing and other marine sports. The vibrant sheltered harbor is home to approximately 1,700 boats in season .

The Widows Walk golf course is a municipally owned 18-hole golf course adjacent to the North River

with beautiful vistas in all directions. Designed by Michael Hurzdan, it was America’s first “environmental demonstration course” when it opened in 1997 and has since been designated as an Audubon International, Certified Audubon Cooperative Sanctuary.

B. DESCRIPTION OF LEASE PROPERTY

The lease being offered is for space located within the Widows Walk Golf Course clubhouse for the restricted use as a restaurant, banquet facility and bar concession, primarily serving the members, guests, and visitors of the golf course. The space consists of a kitchen area that is 886 square feet, a bar that is 734 square feet, a dining area that is 947 square feet, and an outside deck area that is 750 square feet. The total square footage to be included in this lease is 3,470. The premises are being offered “as is”. Any equipment provided with the lease is as depicted in an Exhibit attached hereto. This equipment is also being provided “as is”. Attached, please find a floor plan depicting the layout and square footage, a photographic album and an inventory and condition description of the kitchen equipment.

Seating capacity as follows:

- a. Function/Dining Room – 60
- b. Bar/Lounge – 22
- c. Deck/Patio Area – 30

Please see attached lease document for all additional terms and conditions that will be applicable to the awarded lease. Vendor will be expected to enter into a lease substantially in the form of the one attached.

SECTION II. KEY DATES FOR THIS PROPOSAL

Following are key dates for this Request for Proposal. Please respond in according to these requirements. Dates are subject to change.

Key dates for this Proposal

December 8, 2021	RFP Issued and available
December 13, 2021	Advertise in Patriot Ledger
December 13, 2021	Advertise in the Goods & Services Bulletin
December 15, 2021	Advertise in Central Register
December 27, 2021	Second Advertisement in Patriot Ledger
January 6, 2022	Last day to submit questions to the Golf Course Director
January 18, 2022	Proposals Due, 2:00 pm, Town Administrator’s

Office; 600 Chief Justice Cushing Hwy, Scituate, MA 02066

Week of January 17, 2022	Tentative optional interview period
February 1, 2022	Notification of Award/generate contracts for signature
March 1, 2022	Lease to commence (or other date by mutual consent)

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Scituate may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
3. The Town of Scituate may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. No forms are provided by the awarding authority except the Certificate of Non Collusion (Appendix A), the State Taxes Certification Clause (Appendix B), the Sample Agreement for Lease between Contractor and Town (Appendix C), the price worksheet which must be submitted with the proposal (Appendix D), and the Disclosure of Beneficial Interest (Appendix F). However, all proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.
5. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They should be sent to the individual named in section VI, C. They must be submitted in accordance with section II “Key Dates for This Proposal”.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. All proposals shall be submitted to the Purchasing, Town of Scituate, Town Administrator, 600 Chief Justice Cushing Hwy, Scituate, MA 02066, on or before the date and time stated in the “Legal Advertisement”- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.

10. It is understood that the Vendor's Proposal to the Town of Scituate to provide said services and products will remain valid for 90 days past the submission deadline.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Appendix A).
13. If the proposer intends on subcontracting portions of the required work, then the proposer will ensure that all specifications within their Proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the vendor's proposal.
14. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
15. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
16. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
17. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
18. The evaluation of the Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
19. The Proposals will be opened on the date and at the time stated in the "Legal Advertisement" in the office of the Town Administrator immediately after response due date. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. Although the pricing will be announced at the proposal opening, the technical proposal will be evaluated and the technical merit and pricing will be used to determine the proposal most advantageous to the Town.
20. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Scituate. The Town alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document.

Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the system contract. IF THE VENDOR'S PROPOSAL DOES NOT

COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. PRE-RESPONSE CONFERENCE AND SITE VISIT

There will be no pre-response conference. The lease area may be seen by appointment. Site visits may be arranged by contacting the Golf Course Director, Ian Kelley (781) 544-0032 to schedule an appointment. All questions resulting from the site visit or review of these RFP documents should be submitted to Town Administrator James Boudreau at mseghezzi@scituatema.gov and will be answered via a formal addendum to the RFP.

C. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

D. LEASE

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal, will become part of the final contractual documents. The Lease the Town will sign substantially in the form of the one attached as Appendix C – “Sample Agreement of Lease”. It will be combined with this Request for Proposal and the awarded Proposal to make up one document

The contract period will be for sixty (60) months beginning March 1, 2022 and ending February 28, 2027.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee, which represents the period which equals the non-performance period correlating to a daily rate after converting the monthly fee rate to a daily rate.

E. TERMINATION OF CONTRACT

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure

or violation shall continue for seven (7) days after written notice of such failure or violation is received by the vendor, then the municipality shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. INSURANCE REQUIREMENTS

See Article 20 of the attached Lease for standard insurance requirements. The proposals should include a clearly defined section that indicates the kinds of insurance required for the particular use offered. The insurance coverage will vary depending on the nature of the use each proposer plans. The Town will verify through its contracted insurance providers that the plan presented in each proposal will address any exposure the Town or the public may face. If the proposals received do not substantially meet or address all insurance issues or if the insurance plan submitted is significantly understated, in the opinion of the insurance people the Town contacts, the proposal will be rated to reflect those deficiencies. If the insurance plan is neglected or if the insurance plan offered is completely inadequate, the proposal may be rejected by the Town and will not be considered further.

G. SUBCONTRACTING OF SERVICES

The subcontracting of services under this contract is not allowed unless it is specifically presented in the proposal by the proposer with a clear understanding of the roles and responsibilities of subcontractors defined in the proposal submittal. The Town reserves the right to not allow subcontractors who are not capable of demonstrating their proficiency and expertise.

H. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Massachusetts Supplier Diversity Office (SDO), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDO qualifications, or access to SDO vendor lists, contact the Supplier Diversity Office at (617) 502- 8831

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The Town of Scituate shall reject proposals which do not meet the following certain minimum requirements:

1. A minimum of eight (8) years of management experience in the restaurant and/or catering and/or banquet facility business.
2. Minimum acceptable lease amount - \$30,000.00 for year 1, plus a percentage of gross sales (minimum 2%). See Price Submission Worksheet for details.
3. All proposals must include a bid deposit in the amount of 10% of the proposed year 1 base bid amount (bank check).

4. The proposal must be from an established corporation, partnership, firm or individual who normally furnish such services as the principal business for which the corporation or firm is formed or has a minimum of eight (8) years experience in managing a similar food service business. A description of the business including a list of clients (does not have to be complete list; sample is acceptable, including last three years) and number of employees is required.
5. The proposer must provide a list of the names and titles of personnel who will be assigned to represent the business and who will be the principals and key personnel.
6. The proposal must be received in the Town Administrator's before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
7. The vendor must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm proposal price.

B. TECHNICAL SCOPE OF SERVICES

The following is a summary of the services the Town of Scituate is requesting of the successful proposer.

Proposer will operate and maintain a high standard of quality food and beverage and liquor service at the Widows Walk Golf Course, 250 Driftway, Scituate, MA. The main responsibility is to service the golfers playing at the facility.

There are two distinct periods of the golf calendar. In each period, the hours of operation and the nature of the menu offerings can be altered to meet anticipated traffic. The Golf Course Director has determined the minimum levels of operation and menu offerings for the purposes of this RFP. Pricing is always a serious consideration in order to be successful. Therefore, each November, menu selections with pricing must be submitted for the subsequent season for approval. Major changes to the menu selection and pricing, once agreed upon, cannot be altered without approval of the Golf Course Director.

Menus – Menus with prices must be included with your proposal for the following specific areas:

- Daily service – This menu will be for daily service during normal business hours. If any of the items will only be offered during specific times of the day, those times must be indicated, otherwise it will be assumed that all items will be offered at all times of the day during the minimum required operating hours.
- Outside outings – This menu will be for the non-member golf outings that are held at the Widows Walk Golf Course that choose to include food as part of their outing. Proposers must include at least five (5) different menu options for these groups, understanding that different groups have varying budgets. One of the menus must include a coffee & donuts and/or pastries menu.
- Widows Walk Golf Course functions – These menus are for functions/tournaments sponsored by the Widows Walk Golf Course.
- Box lunches – This menu must include various options for outside groups that play at the Widows Walk Golf Course who desire to have a box lunch provided.
- Junior Menus – This menu should cater to our junior clientele and First Tee participants, with a low price option. (I.E. Hot Dog, Chips, and Soda for \$3-4.) Juniors

only, No adults.

Hours of Operation/scheduling - This lease is to commence March 1, 2022. It would be considered highly advantageous for the food and bar concession operations to be open for business seven (7) days a week, 364 days a year, except that said premises being closed on December 25 (Christmas Day). At a minimum, it is a requirement of the Food and Bar Concession to be open for business seven (7) days a week from March 1st through November 30th. The hours of operation for the period of December 1st through February 28th will be as mutually agreed in writing between the Town and the successfully proposer, with a limited menu and beverage offering preferred by the Town during that time period. Proposer shall submit a detailed outline of what they are proposing for hours of operation. Hours of operation will generally be 1/2 hour prior to the first tee time until one hour after sunset or until all the golfers are off the golf course (with the exceptions of special events/functions which may require a later closing time).

If non-golf functions are being served, there **must** be Food and Beverage Service simultaneously available to golfers during regular business hours. The Golf Course Director must approve all changes in the hours of operation and special events. (See Appendix C - "SAMPLE AGREEMENT OF LEASE" - Section 9. HOURS AND DAYS OF OPERATION.)

The Town will provide the Lessee with the tournament schedule as soon as possible each year to assist in scheduling of non-golf events. A schedule of events and functions to take place at the facility shall be maintained mutually by the lessee and the Town to avoid schedule conflicts.

Lease Area Layout – The clubhouse contains the Kitchen, Food and Bar area, and the Main Banquet/Dining Room. It also includes an outside deck area, which connects to both the bar area and the function room.

On Site Representation - The Principal or a qualified designee is required to be on site at all times during the hours of operation. Resumes of all principals and qualified designees should be included in the submission package. It is also required to provide a true copy of the Massachusetts Board of Probation "Criminal Record History" for each principal or a true statement from the Massachusetts Board of Probation that the individual has no criminal record. Principals who have resided, or have been employed out of state during the past five years, must additionally provide statements from the appropriate state agency of the State, in which they resided or worked.

Point of Sale (POS) System – The Lessee is responsible for providing and maintaining a Point of Sale System for a permanent, complete and accurate record of all sales of merchandise and service and all revenue derived from business conducted in the leased premises. See Section 19 of the lease document enclosed with this RFP for details of reporting requirement.

Minimum Staffing - A main function of the food service is to provide prompt service to the players making the turn from the ninth to the tenth tee. Any delay at the concession, serving food and beverages, to these players will cause a backup on the tenth tee resulting in customer dissatisfaction. It is the lessee's responsibility that these services are properly staffed.

Liquor Restrictions – Liquor may only be served by an adult that has completed an approved responsible alcohol beverages service program. All appropriate permits, licenses and insurance is to be obtained by the Concessionaire.

Food and Beverage Cart - The awarded Concessionaire must operate a Food and Beverage Cart service on the golf course daily from Memorial Day weekend through Labor Day weekend and be available for tournaments, outings or times of extreme heat. All appropriate permits, licenses and insurance are to be obtained by the Concessionaire. There will be secured storage provided by the Town for the cart during off hours at the Concessionaire’s risk.

Responsible Alcoholic Beverage Server – The successful Concessionaire will submit evidence that a Responsible Alcoholic Beverage Server program is an integral part of the planned operation of the food and bar service operation at the golf course. Past experience with a program of this nature, explained in detail along with evidence of any problems the proposer has had in the past in this area is an important part of any good proposal and demonstrates the proposer’s familiarity with operating a well run establishment. The Town desires to have an efficiently run concession, which requires the prudent administration of alcoholic beverage services.

Manager on Duty – During the hours when alcohol is being served a responsible adult must be designated as a manager on duty. This adult must be fully trained in an approved responsible alcohol beverages service program.

Parking – All employees must park in main parking lot.

Deck Awning – Currently the deck does not have an awning. Should an awning be added at the lessee’s request; the maintenance of the deck awning will be at the sole expense of the lessee. Maintenance includes taking down, storing and reinstalling the awning. Repairs or replacement, if necessary, will also be at the expense of the lessee.

Commencement of Services - The lessee is to take possession of the leased premises on March 1, 2022. Concession needs to be equipped, supplied and ready for service no later than May 1, 2022 or sooner.

See attached sample lease agreement for additional requirements.

C. FINANCIAL SCOPE OF SERVICES

The Financial Scope of Services must include any information that would assist the evaluation committee in selecting the best-suited proposal.

A bid deposit is required with your proposal in the form of a bank check in the amount of ten percent (10%) of the base bid for the first lease year. This deposit will be applied to the successful proposers first lease payment. The other bid deposits will be returned after a concessionaire has been recommended and accepted by the Town Manager.

The successful proposer will be required to provide a security deposit in the amount of \$6,000.00 no later than 60 days prior to the commencement of this lease (March 1, 2022). With your proposal you must submit evidence that you can provide this money to the Town. If your proposal is successful, the money will be placed in an interest bearing escrow account and held as per the applicable Massachusetts General Laws.

Specific attention is directed to Section 3 of Appendix C – “SAMPLE AGREEMENT OF LEASE” for payment terms and due dates.

Additionally, the financial background of the successful proposer will include information to be included in the proposal. This information should include evidence of successful business management in a business similar to the operation of restaurant and bar services in a public setting. The proposer should demonstrate his/her financial solvency and ability to support the proposal they have submitted. The successful proposal will include information that demonstrates the proposer has the financial capability to fulfill the terms of the requirements set forth in the lease and RFP documents and whose net worth is greater than the entire financial obligations of the attached lease.

Proposed menus including daily offerings to golfers, typical daily menus for sit down dining, and tournament/special menus. Pricing for the menus will be critical in establishing the proposer’s focus on providing good food and excellent service to all customers. The pricing on the menus does not directly impact the price offered for the lease of the space and the three-year concession rights and options offered in this RFP. It does however; show the ability of the proposer to conduct business in a way that adds to the overall success of the golf course. Major menu changes are subject to approval from the management of the golf course. For the purposes of this submission, you should include typical menus which reflect as close as possible the menu you would offer if awarded the lease and concession rights.

D. Public Health, Public Safety and Criminal Histories

The successful proposer must submit detailed evidence that past operations managed and run by the prospective firm have complied with all health and safety regulation concerning the operation of food and bar service establishments. A full and accurate disclosure of any issues concerning Public Health, Public Safety and Criminal Histories is required to show the applicant has a demonstrated clean record in accordance with business operations of this nature.

E. Responsible Alcoholic Beverage Server

The successful proposer will submit evidence that a Responsible Alcoholic Beverage Server program is an integral part of the planned operation of the food and bar service operation at the golf course. Past experience with a program of this nature, explained in detail along with evidence of any problems the proposer has had in the past in this area is an important part of any good proposal and demonstrates the proposer’s familiarity with operating a well run establishment. The Town desires to have an efficiently run concession, which requires the prudent administration of alcoholic beverage services.

Manager on Duty – During the hours when alcohol is being served, a responsible adult must be designated as a manager on duty. This adult must be fully trained in an approved responsible alcohol beverages service program.

F. ADDITIONAL NARRATIVE INFORMATION

1. Please summarize what you believe your firm offers that is unique from other providers of concessionaire services
2. Please provide at least eight (8) references with contact phone numbers. These references should be able to accurately vouch for your ability to meet the scope of this proposal. Six (6) should be from Food suppliers, Liquor distribution and other restaurant supply house businesses with at least one being from each category. The two (2) additional references being personal references that can vouch for your personal integrity and business savvy.
3. A dress code policy that demonstrates a professional approach to serving the public is required. This should be detailed enough to allow the evaluation committee to understand the proposers approach to this important area in presenting a well-run concession business. Please keep in mind the varied makeup of the customers anticipated as well as the various kinds of events held on the grounds.

SECTION V. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criterions contains ratings of:

- Unacceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the highest priced proposal is not selected and has received at minimum a rating of advantageous, the Evaluation Committee shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.

1. **Minimum Requirements:** Vendors must meet the minimum requirements as specified in Section IV - A.

Comparative Evaluation Criteria

2. **Years of Experience**

Applicant should demonstrate in the proposal the history of their experience. Clearly define and qualify the experience your company has in the food and bar service business.

Not Advantageous – Less than eight (8) years experience in managing and providing food and bar service.

Advantageous - between eight (8) and twelve (12) years experience in managing and providing food and bar service.

Highly Advantageous – More than twelve (12) years work experience in managing and providing food and bar service.

3. **Direct Experience**

Applicant should directly refer to any previous experience in operating a food and bar service on a golf course.

Unacceptable - Applicant is unable to demonstrate in their proposal that they have the business sense and experience in the food and bar service business to make the concession work in a golf course environment.

Acceptable - Applicant has no specific golf course experience, but is able to demonstrate in their proposal that they have the business sense and experience in the food and bar service business to make the concession work in a golf course environment.

Advantageous - Applicant has less than five (5) years experience in managing and operating a golf course food and bar service business.

Highly Advantageous - Applicant with five (5) or more years experience in managing and operating a golf course food and bar service business.

4. **Financial Capability**

Not Advantageous - Applicant financial reports demonstrated limited ability to meet the required security deposit of \$6,000 and start up and support of this business opportunity

Advantageous - Applicant submitted clear and complete financial reports demonstrating their ability to meet the required security deposit of \$6,000 and start up and support of this business opportunity, without highly leveraging themselves.

Highly Advantageous - Applicant submitted clear and complete financial reports demonstrating their ability to meet the required security deposit of \$6,000 and start up and support of this business opportunity, with cash reserves sufficient to meet unforeseen events.

5. **Response to Scope of Services (Section IV - B):**

Not Advantageous - Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent. No specific response to the requirement of principle on site as outlined in RFP.

Advantageous - Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the Town in all areas, but response regarding the status of the principle on site, as required in the RFP, is vague or incomplete.

Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas. Principle will meet the stated onsite requirements as outlined in the RFP.

6. **Menu submittals per Scope of Services (Section IV – B)**

Unacceptable – Menus not included with proposal as requested.

Not Advantageous – Menus included but did not meet requirements as requested in Technical Scope Section IV.B

Advantageous – Menus submitted meet requirements as request in Technical Scope Section IV.B.

Highly Advantageous – Menus submitted meet requirements as request in Technical Scope Section IV.B. are creative and indicative of a high level of commitment to customer satisfaction for all demographics.

7. **Business Plan Submitted (Section VI.A.7)**

Unacceptable – No business plan submitted

Not advantageous – Business plan submitted, however is vague and does not give the evaluator a clear understanding of the proposers plan for the business operation.

Advantageous – Business plan is submitted that provides a good overview of the proposers plan for the business operation.

Highly Advantageous – Business plan is submitted that is detailed and concise and provides the evaluator a clear understanding of the proposers plan for the business operation.

8. **Response to request for information concerning Health and Safety track record as found in (Section IV - D)**

Not Advantageous - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

Advantageous - Response adequately meets criteria for responsiveness. Health and safety records show that there is a minimal number of violations, but does not show a pattern that suggest there are any specific problems or recurrent trends.

Highly Advantageous - Response exceeds requirements. The information provided shows a current and clean record with no violations. Proposal reflects that provider is able to perform in a manner acceptable to the Town.

9. **Response to Responsible Alcoholic Server Program as found in (Section IV - E)**

Not Advantageous - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the

Town but was not overly impressed by proposals expression of familiarity with the program.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the Responsible Alcohol Server Program as required by the Town.

10. Response to Additional Narrative Information (Section IV - F)

Unacceptable - The proposal was not responsive to the Town's questions in an acceptable manner.

Not Advantageous - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. The Committee is completely convinced about the provider's ability to provide and administer the plan as required by the Golf Director and documents the quality of the work completed in the past.

Proposal Submission Requirements (Section VI-A)

11. Credit Reference as outlined in (Section IV - F) Additional Narrative Information

The Town, in selecting a concession contractor, must demonstrate to the community that it values doing business with individuals or companies that are in good standing with other business's in the community.

Not Advantageous - Applicant with Credit References from either Food or Liquor Distributors rated with poor payment history or poor business relations.

Advantageous – Credit references that generally suggest a solid business track record in both payment history and business dealings.

Highly Advantageous – Credit references that show a consistent track record of excellent business dealings and a strong payment history with its suppliers.

12. Hours and Days of Operation (Section IV.B)

Not Advantageous – Proposers proposed hours and days of operation does not meet minimum required by Request for Proposal.

Advantageous – Proposers proposed hours and days of operation meets the minimum required by the Request for Proposal and demonstrate a willingness by the lessee to work with the Town to satisfy food service needs of operation.

Highly Advantageous – Proposers proposed hours and days of operation are for year round service, 364 days a year with the exception of Christmas day.

13. Food and Beverage Cart Service

Not Advantageous – Proposer does not include Food and Beverage Cart Services.

Highly Advantageous – Proposer does include Food and Beverage Cart Services.

14. General impression of proposal

Not Advantageous - The proposal did not provide enough detail for the evaluator to determine if proposer meets the Towns requirements.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal demonstrates that provider is able to perform in a manner that is highly desirable to the Town. Team is completely convinced about the provider's ability to provide services as required by the Town and will provide substantial public benefits.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

One sealed envelope, containing one (1) unbound original' four (4) copies, and one (1) electronic copy (flash drive) of the complete proposal marked "Lease/Concession for Food and Beverage Services for the Widows Walk Golf Course." must be received per the time frame outlined in the legal advertisement- (Appendix E). It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

- 1) Cover Letter including name of Agency/Firm, address and telephone number signed in ink by someone authorized to sign such documents.
- 2) Provide current Personal and Business Financial Statements (Current Balance Sheet and Income Statement). Provide Personal and/or Corporate Tax Returns, as applicable for the two (2) most recent years. In respect of confidentiality, this may be submitted (one copy) in a separate envelope which; although will be part of the proposal, would be kept in a separate file.
- 3) Submit Bank references including: Contact Person, Telephone #, Account #, and permission letter to request information.
- 4) Submit Dress Code of employees.
- 5) Submit résumés for all principals.
- 6) Provide a true copy of the Massachusetts Board of Probation "Criminal Record History" for each principal or a true statement from the Massachusetts Board of Probation that the individual has no criminal record. Principals who have resided, or have been employed out of state during the past five years, must additionally provide statements from the appropriate state agency of the State, in which they resided or worked.
- 7) Provide business plan including financials, sample menus (for restaurant and banquets), and any other pertinent information required for the evaluation committee to use in their review process and all other requested information stated herein.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests can be found in the section Key Dates for this Proposal. After that day no requests or questions will be accepted other than those raised at the pre proposal conference held at the golf course. Please contact the Town of Scituate for clarification of this Request for Proposal. Direct all inquiries regarding the plan to:

James Boudreau, Town Administrator
Town of Scituate
600 Chief Justice Cushing Hwy
Scituate, MA 02066
Phone: (781) 545-8741
Fax: (781) 545-8704
Business Hours: 8:30 a.m. - 4:45 p.m.; Monday through Thursday
8:30 a.m. – 11:45 a.m.; Friday
mseghezzi@scituatema.gov

TOWN OF SCITUATE

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

TOWN OF SCITUATE

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

_____ by: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

SAMPLE AGREEMENT OF LEASE

This AGREEMENT OF LEASE, hereafter call AGREEMENT, made and entered into on this day of _____ 2022, by and between the **TOWN OF SCITUATE**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **SELECT BOARD**, with offices at 600 Chief Justice Cushing Hwy, Town Hall, Scituate, MA 02066, hereinafter called the **LESSOR**, and

_____ hereinafter called the **LESSEE**,
of:

WHEREAS, the LESSOR, as owner of a golf course known as the **Widows Walk Golf Course** located in the Town of Scituate, MA, is seeking a LESSEE to operate a food and bar service at said golf course that can serve the golfing community and the general public in a pleasing, efficient manner and issued a Request for Proposal dated DATE including addendums _____ for this services which is attached hereto and made part of this AGREEMENT; and,

WHEREAS, the LESSEE responded to this Request for Proposal with proposal submitted dated DATE, which is attached hereto and made part of this AGREEMENT, is desirous of leasing a portion of the clubhouse building to operate said space as a restaurant under the terms of those documents and the terms and conditions set forth herein for a sixty (60) month period is willing to lease said property to said LESSEE;

NOW THEREFORE, the parties agree as follows:

1. PREMISES

1.1: The premises are located in the Widows Walk Golf Course at 250 Driftway, Scituate, MA, shown as the areas indicated on **Exhibit A** attached hereto and shall consist of the main function/dining room, bar, kitchen, and storage areas consisting of 2,720 square feet and the outside deck consisting of 750 square feet.

1.2: : The LESSEE shall be responsible for the maintenance, upkeep, and cost of replacement products (lights, toilet paper, hand towels, etc.) of the clubhouse, including the men’s and ladies restrooms.

2. TERM

2.1: The term of this lease shall be for sixty (60) months, commencing March 1, 2022 and terminating on February 28, 2027.

3. RENT

3.1: **Commencing April 1, 2022**, The LESSEE agrees to pay the LESSOR the sum of

_____ Dollars for the entire sixty (60) month term of the lease, payable as follows:

Base % of Gross sales

Months 1 - 12	\$ _____ plus _% of gross sales over \$ _K
Months 13 - 24	\$ _____ plus _% of gross sales over \$ _K
Months 25 - 36	\$ _____ plus _% of gross sales over \$ _K
Months 37 - 48	\$ _____ plus _% of gross sales over \$ _K
Months 49 - 60	\$ _____ plus _% of gross sales over \$ _K

Rent for the base amount shall be due each month, in equal installments over a nine month period, from April through December. All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month for that nine month period. Additional lease payments for the percent of gross sales shall be made quarterly based on reporting requirement in Section 19 of this AGREEMENT.

4. UTILITIES

4.1 : The LESSEE acknowledges that the leased premise currently contains adequate electrical supply for current operations. Should the LESSEE desire any additional electrical line supply, the LESSEE agrees to bear the full cost and expense of the installation of any such additional electrical line supply, subject to the prior written consent and approval of the LESSOR.

4.2: LESSOR agrees to furnish reasonable heat to the leased premises, the hallways and lavatories during normal business hours.

4.3: LESSOR agrees to furnish gas for the kitchen facility.

4.4: LESSEE agrees that the provision of the above utilities is subject to interruption of service due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control.

5. TAXES RESERVED

6. SECURITY DEPOSIT.

6.1: LESSEE shall tender the LESSOR a security deposit in the amount of \$6,000.00 no later than 60 days prior to commencement of this lease (DATE), to be paid by a bank check.

6.2: Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

6.3: Said security deposit shall be refunded to the LESSEE with whatever interest that has accrued at the end of the lease, minus any and all deductions that LESSOR has made under paragraph 6.2 above and further subject to LESSEE'S full compliance with the terms,

conditions, provisions and covenants of this lease AGREEMENT.

7. USE OF LEASED PREMISES.

7.1: The LESSEE shall use the leased premises only for the purpose of operating a restaurant/banquet facility business under the terms and conditions set forth herein.

7.2: The LESSEE agrees that no electronic games shall be installed upon the leased premises.

7.3: Card playing and gambling shall be expressly prohibited on the lease premises.

7.4: The leased premises shall be used and conducted in a dignified manner. **7.5:**

The LESSEE will not permit any disorderly conduct in the leased area. **7.6:** No

entertainment shall be permitted on the leased premises without the LESSEE obtaining the appropriate entertainment licenses from the Town of Scituate Licensing Authority.

7.7: Any entertainment furnished by the LESSEE shall be in good taste and acceptable to the standards of a publicly owned building.

7.8 The lessee must obtain prior written approval from the lessor for all special events involving entertainment.

7.9 The lessor agrees to allow the lessee to hold the following special events without prior written approval, provided that there is no entertainment, with prior notification given to Golf Course Director: Birthday parties, retirement parties, weddings, wedding anniversaries, bridal showers. LESSEE shall provide the Golf Course Director an ongoing schedule of all events. Email notification is acceptable.

7.10: LESSEE shall be solely responsible for any and all costs relating to the operation of the leased premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, dishwasher supplies, glassware and china, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, silverware replacement, paper supplies, menu paper and printing, telephone service and printing costs.

7.11: The LESSEE shall be responsible for the maintenance, upkeep, and cost of replacement products (lights, toilet paper, hand towels, etc.) of the men's and ladies restrooms.

7.12: It is expressly understood by the LESSEE that the LESSOR makes no guarantees or warranties concerning the availability of the golf course for use by the public during the term of this lease AGREEMENT. It is, however, understood by both parties that it is the LESSOR'S desire to open the facility for public use as soon as the golf course is ready for play and at all normal times, weather permitting.

7.13: Smoking shall be expressly prohibited on the leased premises.

8. COMPLIANCE WITH LAWS.

8.1: The LESSEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable and the LESSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

8.2: Failure of LESSEE to procure and maintain all necessary licenses and permits to operate a restaurant and bar service shall render this lease void.

8.3: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, regional law or any municipal bylaw or ordinance in force in the town in which the premises are situated.

8.4 The LESSEE to follow all capacity requirements as governed by state and local regulations and based upon so-called "Title VI" regulations, 310 C.M.R. s. 15.00 et. Seq.

8.5: Notwithstanding anything in the preceding paragraphs to the contrary, should any conflict arise as to the permitted total capacity for the leased premises under any federal, state, regional or municipal law, ordinance or regulation, LESSEE shall comply with the lowest capacity permitted under the aforementioned laws, ordinances, bylaws and regulations.

9. HOURS AND DAYS OF OPERATION

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LESSEE may hold, the LESSEE agrees to the following terms and conditions concerning days and hours of operation:

9.1: The minimum hours of operation during which the LESSEE agrees to serve food to the public are as follows:

- (a) March: 7:30 A.M. through 6:00 P.M.
- (b) April: 7:00 A.M. through 7:00 P.M.
- (c) May 1 through Labor Day: 7:00 A.M. through 9:00 P.M.
- (d) Labor Day through Sept. 30: 7:00 A.M. through 7:00 P.M.
- (e) October: 7:00 A.M. through 7:00 P.M.
- (f) November: 7:30 A.M. through 4:30 P.M.
- (g) December 1 through February 28 – hours of operation to be mutually agreed in writing between lessee and lessor – limited service desired when course is open for business. Minimum hours of operation when course is open is 9:00 AM through 2:00 PM.

9.2: The LESSEE agrees that it shall make no changes in the minimum hours of operation until mutually agreed upon by LESSEE and LESSOR

9.3: The LESSEE shall be open for business seven (7) days per week at the minimum hours of operation indicated in section 9.1 except as noted. Closed Christmas

9.4: It is understood by and between the parties that the operation of the leased premises may be affected by weather conditions and that, by mutual agreement of the LESSEE and a duly authorized representative of the LESSOR, the LESSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LESSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

9.5: The maximum evening hours of operation for the normal restaurant and bar operations during which the LESSEE is allowed to serve the public is 10:30 pm. The LESSEE must secure and close the restaurant and building no later than 10:30 pm. LESSEE must obtain from the LESSOR, prior written approval for any extension of normal operating hours beyond 10:30 pm.

9.6 The LESSEE must provide a current schedule of all functions and events to the Golf Course Director. The LESSOR will provide the lessee with a current list of the golf events with the understanding the lessee must provide required function services for these functions.

9.7: All functions must be concluded by 12 midnight. The LESSEE must secure and close the premises no later than 12 midnight.

10. EQUIPMENT, FURNISHINGS AND FIXTURES.

10.1: Should the LESSEE determine that, in the conduct of its business under this lease, it shall need, require or desire to add new to replace worn out equipment within the kitchen, or any other portion of the leased premises, the LESSEE shall request the permission of the LESSOR to place any such equipment on the demised premises, specifically noting the exact nature and size of the equipment desired together with the cost of installation and maintenance thereof. The cost shall be borne solely by the LESSEE.

10.2: In the event that any such equipment is damaged or destroyed, regardless of the cause therefore, it shall be the responsibility of the LESSEE to repair (and maintain) or replace such equipment. Any such equipment which the LESSEE replaces shall remain the property of the LESSEE upon the conclusion of the lease term.

10.3: It shall be the responsibility of the LESSEE to provide inventories of dinnerware and utensils to provide services.

10.4: All equipment in the restaurant and related area, provided with this lease per the attached inventory, shall remain the property of the LESSOR (see Exhibit B). Any equipment purchased by the LESSEE shall remain the property of the LESSEE at the conclusion of the lease term. The LESSOR shall be consulted prior to the disposal of any LESSOR owned equipment.

10.5 : As part of the concession lease requirements, the LESSEE is required to maintain and operate a Food and Beverage Cart as part of their regular services for the

concession to service the clientele of the golf course

11. REPAIRS AND MAINTENANCE

11.1 : The LESSEE has inspected the leased premises, acknowledges that the premises are now in good order, and accepts them in the condition that they are now in.

11.2: The LESSEE shall, throughout the term of this lease, at its own cost and without any expense to the LESSOR, keep and maintain the interior of leased premises, as delineated in Paragraph 1 herein, in a good, sanitary and neat order, condition and repair, free of debris and any and all other foreign matters; and further, the LESSEE agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and satisfactory condition.

11.3: The LESSEE shall not permit the leased premises to be damaged, stripped or defaced, nor suffer any waste.

11.4: The LESSEE shall not overload the electrical wiring serving the leased premises or within the leased premises and will install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with LESSEE'S business.

11.5: The LESSEE agrees to keep the lease space clean and in a neat and orderly manner free from debris.

11.6: The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

11.7: The LESSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect and/or accredit the Restaurant and its food service facility.

11.8: The LESSEE shall have the premises exterminated once a month or every two weeks if deemed necessary by the LESSOR.

11.9: The LESSEE shall provide, subject to the approval of the LESSOR, a detailed plan for the preventative maintenance of all restaurant equipment located on the leased premises.

11.10: The LESSEE agrees that it is further understood that the LESSEE shall be solely responsible for furnishing and maintaining all furniture on the leased premises in a neat, clean and attractive condition at all times during the term of this lease.

11.11: The LESSEE shall be responsible for repairing or obtaining repairs on any restaurant equipment located on the leased premises at the LESSEE's expense.

11.12: It shall be the responsibility of the LESSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the restaurant at the LESSEE's

expense.

11.13: The LESSEE shall be responsible for pumping the grease receptor on the leased premises at least once every three (3) months, or on a more frequent basis should the LESSOR determine that more frequent pumping is required.

11.14: Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease AGREEMENT.

11.15: LESSOR shall provide, at its own expense, reasonable heat and air conditioning to the leased premises.

12. ALTERATIONS

12.1: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

12.2: All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

12.3: Any alterations or improvements made by the LESSEE shall become the permanent property of the LESSOR at the termination of occupancy as provided herein.

12.4: No signs shall be installed by LESSEE without the prior written consent of the LESSOR as to the size, type, design and location of said sign. If LESSEE either proceeds without the prior written consent of the LESSOR or installs a sign that does not conform with the specifications approved by the LESSOR, the LESSOR may enter the leased premises to remove any such unauthorized sign and to restore the premises to their former condition. The LESSOR shall bill the LESSEE for any and all costs incurred in so removing any such unauthorized sign.

12.5: The LESSEE shall not permit any mechanics, liens or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

12.6: Prior to the commencement of any nonstructural alterations for which the LESSEE has received the LESSOR'S written approval, the LESSEE shall obtain the LESSOR'S consent as to the date and time of the proposed work to assure that such work does not interfere with any other of the LESSOR'S activities.

13. LIGHTING

13.1: The LESSEE shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located

within the leased premises.

14. REFUSE DISPOSAL AND TEMPORARY STORAGE OF RECYCLABLES

14.1: The LESSEE shall be responsible for all disposal and removal of trash related to the food and bar concession. Such responsibility shall include trash disposal and removal from the leased premises and the deck areas. The grounds surrounding the deck shall be maintained in a neat and clean condition, free of all debris and other foreign matter. Initial trash disposal shall occur in receptacles provided by the LESSEE, which shall be located as the LESSOR may reasonably direct.

14.2: The LESSEE shall deposit its trash in the dumpster located in the fenced-in area at the corner of the parking lot of the Widows Walk Golf Course. The dumpster shall be provided for by the LESSEE. The LESSEE shall deposit said trash on a regular basis so that no refuse will be allowed to accumulate as to constitute a fire or health hazard within the leased premises or to create an unsightly appearance on the leased premises.

14.3: The LESSOR shall provide the LESSEE a golf cart for the purpose of transporting the trash from the leased premises to the designated dumpster and for services any approved vending machines on the golf course if necessary. The use of golf carts for this purpose is subject to availability.

14.4: The LESSEE shall pay One Hundred Percent (100%) of its total trash removal collection charges incurred at the Widows Walk Golf Course for the restaurant concession operations.

14.5: The LESSEE shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

14.6: Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple-proof at full load. Prior to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

14.7: The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

15. GLASS

15.1: The LESSEE shall be solely responsible for all glass in or within the premises and for all the LESSEE'S property located in or upon the leased premises.

15.2: The LESSEE shall be responsible for the repair and replacement of any broken or cracked windows, caused by any act or omission of the LESSEE, its agents, servants or employees, within or on the demised premises, all at its own cost. The LESSEE shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side,

on at least a weekly basis.

16. LESSOR'S ACCESS

16.1: The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

16.2: The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

17. FOOD

17.1: All meals prepared shall be nutritionally appropriate, attractively presented, varied sufficiently to avoid boredom, and must be presented with sufficient alternatives to allow for individual differences in tastes. It is recommended that the majority of meals be prepared on-site, so as to offer the freshest and tastiest food possible to patrons.

17.2: All food purchased by the LESSEE for use and preparation at the leased premises shall meet the following minimum specifications:

Meat, lamb, beef, veal.....	USDA Choice
Pork.....	US #1
Poultry, eggs, dairy products.....	Grade A
Canned vegetables	Choice
Frozen Vegetables.....	Grade A
Fresh produce.....	#1 Quality

All other food purchases must be of comparable quality.

17.3: The LESSEE is responsible for the receipt and storage, inventory control, and use of all food and other products consumed at the restaurant.

17.4: The prices and food offerings on the concession and bar menu, attached hereto as **Menu Exhibit to Lease**, and incorporated by reference herein, shall not be changed by LESSEE without the written approval of the LESSOR. Any new menu so approved by the LESSOR shall be incorporated into this lease AGREEMENT through a written amendment to said AGREEMENT.

17.5: Any disposable products used on the leased premises shall be made from recyclable materials and shall be recyclable and biodegradable.

17.6: The Menu with prices, attached to this document (**Menu Exhibit to Lease**), will be reviewed each October. No prices may change without the approval of the LESSOR (Golf Course Director).

17.7: **Typical Food Service** for Breakfast, Lunch, and Dinner would be expected to include items such as:

April – November 30.

Breakfast:

Breakfast Sandwiches
Cereal Assortment
Bagels, Muffins, Danish
Coffee, Juices

(full breakfast optional, at lessee's discretion)

Breakfast must be served until 11 a.m. daily.

Lunch/Dinner:

Entrée Selections
Burgers and Hot dogs
Hot and Cold Sandwich's
Soup and Salads
Appetizers/snacks – Chicken fingers, mozzarella sticks, nachos, and wings

Lunch/Dinner must be served until at least 7 p.m.

December – March 31

Weekday

Breakfast – Coffee, Juice, and donuts/bagels/pastry.
Lunch – Soup and Sandwiches and appetizers/snacks

Weekend

Breakfast – Full service
Lunch – Full service

18. RESPONSIBLE ALCOHOLIC BEVERAGES SERVICE PROGRAM

18.1: The LESSEE shall assure that all its employees participate in a "Responsible Alcoholic Beverages Service Program" at least annually, unless the LESSOR, at its sole discretion, prescribes more frequent intervals.

18.2: If a new employee is hired by the LESSEE, said employee shall participate in a "Responsible Alcoholic Beverages Service Program" as a condition of said employee's continued employment.

19. RECORDS AND REPORTS

19.1: The LESSEE shall and hereby agrees to keep in the leased premises during the term hereof, or at a location (made known to the LESSOR by the LESSEE), in the Town of Scituate, for a period of three consecutive years following the end of each lease year (and any exercised option years), a permanent, complete and accurate record of all sales of merchandise and service and all revenue derived from business conducted in the leased premises for such lease year. LESSEE further agrees to keep, retain and preserve for at least one year after the expiration of this lease, all original sales records and sales slips or sales checks and other pertinent original sales records. All such records, including sales tax reports and business and

occupation tax reports, shall be open to the inspection and audit of LESSOR and its agents at all reasonable times during ordinary business hours.

19.2: The term "gross sales" is the entire amount of the actual sales price, whether wholly or partly for cash or on credit, of all sales of merchandise and services and all other receipts of all business conducted in or from the leased premises, including all deposits not refunded to purchasers, orders taken in or from the leased premises although said orders may be filled elsewhere, and sales by any sub lessee, concessionaire or licensee in or from the leased premises, and all without credit to the LESSEE for uncollected or uncollectible credit accounts. There shall be excluded from "gross sales" any sums collected and paid out for any sales tax or tax based upon the sale or sales of merchandise and required by law, whether now or hereafter in force, to be paid by the LESSEE or collected from its customers, to the extent that such taxes have been added to and included in the gross sales price. Gratuities from inclusive priced functions shall also be excluded from "gross sales".

19.3: For the lease period commencing March 1, 2022 and ending February 28, 2027, the LESSEE shall submit to the LESSOR on or before the tenth day after the end of each quarter (June 10th, October 10th, January 10th and June 10th) at the place then fixed for the payment of rent, a written statement signed by LESSEE by a duly authorized officer or representative, showing in reasonably accurate detail the amount of gross sales during the preceding quarter.

19.4 The gross sales from this quarterly reporting will be the basis for determining the amount of additional lease that is due to the LESSOR based on the percentage of gross sales as stated in the pricing portion of this AGREEMENT. Payment will be made at this time to the LESSOR at the location designated by the LESSOR.

19.5: The LESSEE shall submit to the LESSOR in a reasonable amount of time, not to exceed ninety (90) days following the end of the first twelve months of this lease and subsequently at the end of each lease year ending February 28th, at the place then fixed for the payment of rent, a Review-type Financial Statement and a Certification that all taxes, notes and vendor invoices are current, prepared and signed by a certified public accountant and signed by LESSEE, showing in reasonably accurate detail the amount of gross sales during the preceding lease year or fractional lease year, if any, including the final lease year, including all option years.

20. INDEMNIFICATION OF LESSOR

20.1 : To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract, regardless of whether said claim is caused in part by the Town or any third party. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the Town. The provisions of this Indemnification section shall survive the expiration or termination of this AGREEMENT.

202 : The LESSOR shall not be liable to the LESSEE or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the building of which the demised premises are a part or the approaches, sidewalks, patios or appurtenances thereto;

203 : The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

204 : This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

205 : The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises, or to any portion of the entire areas known as Widows Walk Golf Course, incurred as a result of the LESSEE'S operation, and/or occupancy, of the demised premises.

21. INSURANCE.

21.1 : The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

- a. For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$2,000,000.00 on account of one accident.
- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$2,000,000.00 on account of all accidents.
- c. Bodily Injury and Property Damage Insurance covering of all motor vehicles owned by the LESSEE in the amounts required in "21.1.a." and "21.1.b." above.
- d. Insurance in the amounts required in "21.1.a." and "21.1.b." above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the LESSEE, while such vehicles are being operated in connection with the prosecution of the work under this contract.
- e. Owner's Protective Insurance secured by the LESSEE in behalf of the LESSOR, which will directly protect the LESSOR from liability for bodily injuries including accidental death in the amounts required in "21.1.a." above and for property damage in the amounts required in "21.1.b." above.
- f. All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment. Certificates in triplicate from the insurance carrier stating the limits of liability and

expiration date must accompany all bids. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this contract and article and the above paragraphs in accordance with which insurance is as required by such paragraphs of this contract. The LESSEE shall maintain a public liability insurance policy on the premises with coverage limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and the LESSOR named insured on said policy.

- g. The LESSEE agrees, as a condition of this lease, to provide to the LESSOR a certified copy of said insurance policy, showing the LESSOR as a named insured, at the time of the execution hereof, and further the LESSEE agrees to provide verification of the continued existence of said policy at any time as such may be requested by the LESSOR. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.
- h. The LESSEE shall maintain Liquor Law Liability Insurance in the amount of \$1,000,000.00 occurrence and \$2,000,000.00 aggregate.

212 : The LESSEE further agrees to maintain any and all worker's compensation insurance in accordance with the Massachusetts General Laws and to provide the LESSOR with proof of same within thirty (30) days of the execution of this lease.

22. FIRE INSURANCE

221 : The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall, on demand, immediately remove said cause or reimburse the LESSOR for all extra insurance premiums caused by the LESSEE'S use of the premises.

23. ASSIGNMENT-SUBLEASING

231 : The LESSEE shall not assign or sublet the whole or any part of the leased premises.

232 : Any attempted assignment by LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.

233 : Neither this lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in the leased premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this lease.

24. FIRE, CASUALTY

241 : Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease.

242 : When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises; or,
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

243 : The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

25. BANKRUPTCY

251 : If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit or creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE.S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this lease shall be deemed terminated.

26. DEFAULT BY LESSEE

261 : In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this lease and/or remove the property of the LESSEE, without prejudicing any other remedies available under this lease or at law, for arrears of rent or other damages.

262 : The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term of this lease or any extension thereof.

263 : If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys, fees in instituting, prosecuting or defending any action or proceedings, such sums

paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE forthwith as additional rent.

264 : Failure on the part of the LESSOR to complain of any action or nonaction on the part of the LESSEE, no matter how long the same may continue, shall never be deemed to be waiver by the LESSOR of any of its rights hereunder.

265 : No waiver at any time of any of the provisions hereof by the LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LESSOR to or of any action by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to or of any subsequent similar act by the LESSEE.

266 : No payment by the LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against the LESSEE.

27 YIELDING UP THE PREMISES

27.1 : Upon the expiration of this lease, the LESSEE shall yield up and deliver the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises vacant and unencumbered, clean, neat, and in good a condition.

27.2 : The LESSEE shall, at the expiration or other termination of the lease, remove all the LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

27.3 : In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

28. NON-DISCRIMINATION

28.1 : The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the leased premises.

29. NOTICES

29.1 : Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises

addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the Widows Walk Golf Course, Golf Course Director, 600 Chief Justice Cushing Hwy, Scituate, MA 02066 or to such other address as either party may specify to the other by notice given as provided herein.

30. SEVERABILITY.

30.1: If any provisions of this lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

31. CONSTRUCTION OF LEASE

31.1: This lease shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts. Venue for any legal actions initiated concerning this Contract or arising in any way from and out of this Contract shall be brought in the appropriate state court sitting in Plymouth County, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.

32. MODIFICATION OF LEASE

32.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

33. MISCELLANEOUS OBLIGATIONS OF LESSEE

33.1: If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the premises, the LESSEE shall pay the resultant increase. Any amounts due the LESSOR under this paragraph shall constitute additional rent and shall be payable within thirty (30) days of notice to the LESSEE.

33.2: The LESSEE shall not, during the term of this lease, hire or employ on either a full-time or part-time basis, any employees of the LESSOR regardless of whether such employee of the LESSOR be full-time or part-time employees.

33.3: The LESSEE shall not, without the LESSOR'S prior written approval, refer to the LESSOR in any advertising, letterheads, bills, invoices or other printed matter.

33.4: The LESSEE shall be required during the term of this lease to take such reasonable security precautions with respect to its operations at the leased premises as LESSOR, in its discretion, might from time to-time require.

33.5: The LESSEE shall name a Principal or qualified approved manager that will be present on site a minimum of 40 hrs weekly April 1st through November 30th. December 1st through March 31st a work schedule of the assigned representative responsible for the operation must be presented to the Golf Course Director on the first day of the month.

Executed in quadruplicate as a sealed instrument this _____ day of

_____, 2022.

**TOWN OF SCITUATE, LESSOR, By
its SELECT BOARD,**

Karen E. Connolly, Select Board Chair

Karen B. Canfield, Select Board Vice Chair

Maura Curran, Select Board

Andrew W. Goodrich, Select Board

Anthony V. Vegnani, Select Board

_____ **LESSEE,**

President

APPROVED AS TO FORM:

Cynthia Amara, Town Counsel
Town of Scituate

Price Proposal – Golf Course Concession RFP

Proposer Name: _____

Appendix D

INITIAL TERM - Dollars for Sixty (60) month lease period commencing March 1, 2022 proposed as follows:

	<u>Base</u>	<u>% of Gross sales</u>
Months 1-12	\$_____ (Min. \$30,000.00)	plus ___% (minimum 2%) of gross sales over \$_____K (\$100K Min)
Months 13-24	\$_____ (5% minimum increase)	plus ___% (minimum 2%) of gross sales over \$_____K (\$100K Min)
Months 25-36	\$_____ (5% minimum increase)	plus ___% (minimum 2%) of gross sales over \$_____K (\$100K Min)
Months 37-48	\$_____ (5% minimum increase)	plus ___% (minimum 2%) of gross sales over \$_____K (\$100K Min)
Months 49-60	\$_____ (5% minimum increase)	plus ___% (minimum 2%) of gross sales over \$_____K (\$100K Min)

Rents shall be due on the first day of each calendar month, in equal installments over a nine month period, from April through December. All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month.

Price Proposal

The undersigned agrees to abide by the terms and conditions of this pricing sheet and fully understands the obligations they are making to the Town of Scituate by signing this form.

Company _____

Authorized Signature _____

Name and Title _____

Telephone _____

Facsimile _____

Email Address _____

Date _____

LEGAL ADVERTISEMENT FOR RFP

Request for Proposal
Restaurant/Banquet Facility and Bar Concession
At the Widows Walk Golf Course

The Town Administrator of the Town of Scituate, on behalf of the Widows Walk Golf Course, is soliciting responses from interested parties for the disposition, by lease, of the restaurant and bar concession at the Widows Walk Golf Course. The space for lease consists of 3,861 square feet including a kitchen, bar, 2 restrooms, dining (banquet) room, office area, and 750 square feet of patio space outside. The large banquet room and adjoining patio provides a spacious area for year round functions with panoramic views of the course and the North River and easy access to Route 3, Route 3A and the Greenbush commuter rail line. It is strategically located off Route 3A in Scituate, MA and adjacent to the Greenbush commuter rail station. A sixty month (60) month lease is being offered, from March 1, 2022 through February 28, 2027.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Proposal documents are available on the Town of Scituate website, www.scituatema.gov. Responses are due on January 18, 2022 at 2:00 p.m. in the Town Administrator's Office, 600 Chief Justice Cushing Hwy, Scituate, MA 02066. The lease site may be viewed by appointment with the Golf Course Director (781-544-0032).

An award will be made within approximately 30 days. Contact Telephone (781) 545-8741 or FAX (781) 545-8704. All responses must be received in a sealed envelope properly marked prior to the deadline.

The Town Administrator reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capital Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____(term):

4. Lessor(s): _____

Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

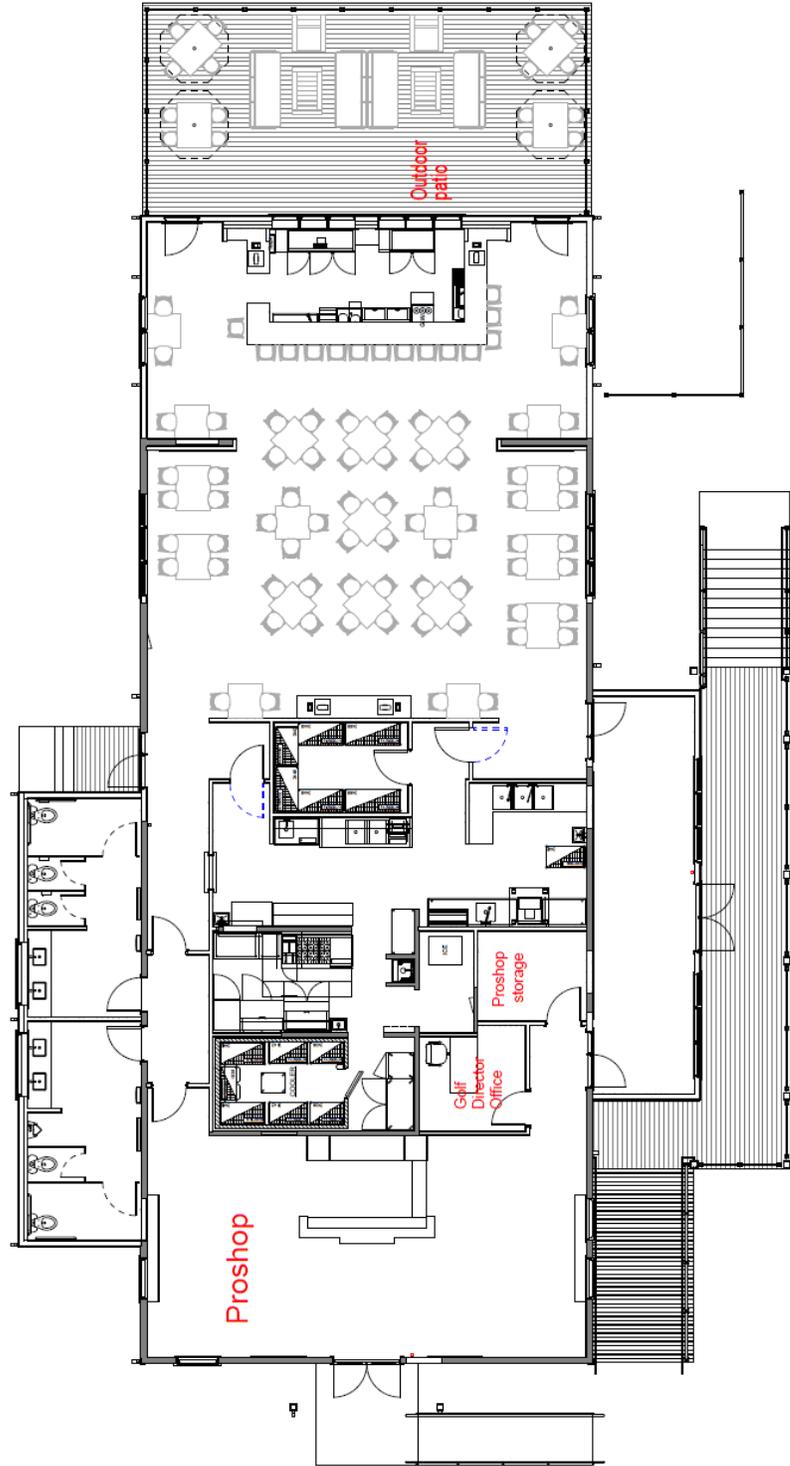
Title: _____

Date: _____

Lease Area Floor Plan

Widows Walk Clubhouse
250 Driftway, Scituate, MA

Rear - Course



Front - Driftway

Exhibit B

Equipment Inventory

(New equipment, purchased and installed 2021)

- Ice maker with ice bin, cube style; Hoshizaki Model KM-660MAJ
- Walk-in, Kolpak; Interior dimensions of 7'-4"11-'1"x 6'-10 5/8
- Epoxy wire shelving units (5); Model C2442K, C2436K, C1836K
- Reach-in Freezer; Hoshizaki Model F2A-FS
- Reach-in Freezer; Hoshizaki Model F1A-FS (2)
- Work table, 24", stainless steel top; John Boos Model ST6R5-3024SSK-X
- Work table, 48", stainless steel top; John Boos Model ST6R5-3048SSK-X
- Pizza Preparation Refrigerator; Hoshizaki Model PR46A
- Gas Floor Fryer; Pitco Fryolator Model SG14-S
- 48" Wall Shelf (2)
- Pass-Thru Two Tier Telescopic Window; John Boos Model PTS26K-1848
- Heat Lamp; Hatco Model GRA-36
- Hand sink; Centaur Model SSHAND-2SSNO with faucets (2)
- Chrome wire shelving (3)
- Golfers window (1)
- Beverage Counter; John Boos Model 4CB4R10-3048-L
- Soiled dish table; John Boos Model SDT6-S96SBK-R with sorting shelf
- Dishwasher, door type; Hobart Model LT1-1
- Condensate hood
- Clean dish table; John Boos Model CDT6-S48SBK-L
- Shelving Unit, wire (5); Centaur Model C2448C, C2460C
- Wall shelf chemical storage; Centaur
- Bottle storage unit; Perlick Model TS18LS
- Dump sink; Perlick Model TS12HS (2)
- Hand sink; Perlick Model TS12HSN
- Refrigerated back bar cabinet; Perlick Model BBS60
- Undercounter glass washer; Hobart Model LXGER-2
- Ice Bin; Perlick Model TS24IC10
- Drainboard; Perlick Model SC18

(Existing Equipment)

- Epoxy wire shelving (2)
- Mega Top Sandwich/Salad Unit

- 6 Burner Range/Double ovens/ 24” raised griddle
- Exhaust Hood
- Bun Pack Rack
- 84” Work Table
- 42” Work Table
- 84” Wall Shelf
- Hand sink
- Prep sink – 2 compartment
- Countertop slicer; Hobart
- Mop sink & service faucet
- ‘L’ shaped 3-compartment sink
- Wall shelf
- Bottle cooler

Other Equipment

- Food and beverage cart
- Cable TV and internet available

Furnishings and serving ware are to be provided by the Lessee.

Historic Rent

The previous lease offerings, prior to the renovations, were flat based rate per annum paid over nine months.

March 2015 – February 2016	\$49,500
March 2016 – February 2017	\$49,500
March 2017 – February 2018	\$38,502
March 2018 – February 2019	\$38,502
March 2019 – February 2020	\$38,502
March 2020 – February 2021*	\$38,502

*Due to COVID-19 and pending renovations, the final contract was not completed.

Exhibit D

Course Statistics – 2021

- Rounds of Play (18-hole) 25,000

- Outings/Tournaments
 - 50+ players 18
 - 100+ players 5